

**Request for Proposals  
2P16-112**

The City of Bristol is accepting proposals on the following:

**Engineering Services Relative to  
Exterior Lighting Replacement at Bristol Public Schools**

All submittals must be made in accordance with the specifications supplied by

The City of Bristol  
Purchasing Office  
111 North Main Street  
Bristol, CT 06010



Submittals will be received until **2:00 pm, June 28, 2016.**

Roger D. Rousseau  
Purchasing Agent  
Tel (860) 584-6195  
Fax (860) 584-6171  
Email: [rogerrousseau@bristolct.gov](mailto:rogerrousseau@bristolct.gov)  
<http://www.bristolct.gov/bids>

Date issued: June 9, 2016

## **RFP 2P16-112**

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## REQUEST FOR PROPOSALS CITY OF BRISTOL, CONNECTICUT

### RFP 2P16-112 Engineering Services Relative to Exterior Lighting Replacement at Bristol Public Schools

## I. PROJECT SPECIFICATIONS

### 1. INTRODUCTION

The Bristol Board of Education is seeking to replace exterior lighting at eight of its schools, via a grant through the Alliance Districts School Building Grant Program. The total amount of the grant available for work on this project is \$425,000.00, inclusive of all costs (e.g. engineering, construction, etc.).

### 2. SITE CONSIDERATIONS

There are eight schools targeted for exterior lighting replacement, as follows:

Bristol Central High School 480 Wolcott Street Repair/replace poles and wires – 9 Repair/replace site lighting – 17	Bristol Eastern High School 632 King Street Repair/replace poles and wires - 15 Repair/replace site lighting – 18
South Side Elementary School 22 Tuttle Road Repair/replace poles and wires – 11 Repair/replace site lighting – 18	Stafford Elementary School 212 Louisiana Avenue Repair/replace poles and wires - 11 Repair/replace site lighting – 18
Ellen P. Hubbell Elementary School 90 West Washington Street Repair/replace poles and wires – 9 Repair/replace site lighting – 13	Ivy Drive Elementary School 11 Ivy Drive Repair/replace poles and wires - 9 Repair/replace site lighting – 13
Mountain View Elementary School 61 Vera Road Repair/replace poles and wires – 9 Repair/replace site lighting – 13	Chippens Hill Middle School 51 Peacedale Street Repair/replace poles and wires - 11 Repair/replace site lighting – 17

At each of the schools, it is expected that all existing fixtures will be replaced with new LED energy-efficient fixtures that provide comparable light coverage. It is further expected that a significant portion of light pole assemblies and wiring will be replaced to support new fixtures. In certain instances, repairs will be made to light pole bases.

Please note that the above information is reflective of the grant application, and is subject to adjustment based on actual field conditions. Interested parties are advised that construction work under this grant is subject to set-aside provisions as set forth in Public Act 15-5 as well as prevailing wage guidelines as set forth in C.G.S. 31-53.

### 3. SCOPE OF SERVICES

The scope of services that shall be relevant to all sites is generally defined as noted below. Firms submitting proposals are required to include information on how the scope of services will be addressed for all sites, including a timeline relative to the tasks defined.

1. Perform all investigative work necessary to establish existing conditions, including but not limited to the condition of the existing light pole bases, poles, wiring, and fixtures, as well as site lighting distribution plan with foot candles and cut offs indicated.
2. Prepare preliminary designs and cost estimates. Please note that the City of Bristol and its Board of Education are subject to prevailing wage requirements in accordance with Connecticut General Statutes. Budgets developed must be comprehensive, including costs for construction, administration and inspection, permitting, printing, advertising, engineering, special inspections, materials testing, etc. Draft applications for energy credits and/or rebates for subsequent submission by the Owner, provide technical assistance as needed during application review/approval process of granting agencies.
3. Prepare complete construction plans, including, but not limited to, plan and profile views, cross sections, typical details and detailed cost estimate sheets. Design submissions will be required at the preliminary and final design stages.
4. Prepare all construction documents, including, but not limited to, notices, special provisions, and detailed unit price bid proposals. All construction documents shall be submitted at the semi-final stage. Please note that the City has developed standard bid terms and conditions that may be used as a template for such work. Provide finished drawings and specifications to the City for bidding by the Purchasing Agent; it is expected that your firm will be available for assistance in the bidding process. Your firm should assume that drawings and specifications will be made available to bidders directly by a reprographics firm providing online access and direct document handling (i.e. printing costs borne by the bidders).
5. Attend prebid meeting and address RFI's, and review and evaluate bids received, including detailed analysis of the three lowest bids and return recommendation for award of contract.
6. It is anticipated that the selected firm's obligation during construction will involve plan and specification interpretation and clarification as necessary, attendance at job meetings, assistance in compliance throughout construction, assistance in the coordination of special inspections, review of materials testing, limited inspection of work performed by contractor(s), and approval of payment requisitions from contractor(s). Please note that the Board of Education has staff dedicated to serve as Clerk of the Works; however, the selected firm is expected to include the cost for a level of inspection services that would permit the firm to satisfy itself of the work prior to signing requisitions for payment.

It is the intent of this Request for Proposals to provide complete, timely, professional engineering services for the project. In the event that an interview of your firm is requested for the purpose of assessing your firm's capabilities for this work, the interview team should be prepared to all of the needs of the project.

### 4. RESOURCES AVAILABLE

The City will make available to the awarded firm the following information as it relates to the project:

- Existing conditions documents for the eight sites as may be available
- previous reports and documentation from completed projects

The City will provide other additional information in its possession as may be needed by the consultant, if such information is currently and readily available.

## 5. PROJECT SCHEDULE

The following is the proposed schedule for the selection process and work program:

Date issued	June 9, 2016
Submissions due –	June 28, 2016
Recommendation of contract award	August 9, 2016
Completion of preliminary designs	October 7, 2016

## II. SUBMISSION REQUIREMENTS

### 1. SUBMISSION DUE DATE

Proposals will be accepted at the City of Bristol Purchasing Office, 111 North Main Street, Bristol, Connecticut, 06010 until **2:00 pm, June 28, 2016**. Proposals received after that time will not be considered. Proposals may be withdrawn 90 days after opening if no award has been made.

The City may invite a short list of responding firms for an interview based upon its review of the written submissions.

Unless otherwise indicated, proposals that are submitted are assumed to be valid for ninety (90) days from the date that proposals are due.

### 2. DIRECTIONS FOR WRITTEN SUBMISSION

Interested firms are required to submit **one original and five (5) copies** of the proposal, as well as a digital copy, to Roger Rousseau, Purchasing Agent, no later than the date and time noted above. Submissions shall consist of the following:

- a. A transmittal letter signed by the appropriate officer of the firm offering the proposal and certifying that the proposal and any cost projection included will remain in effect for 90 days after the due date.
- b. A concise and complete description of the work to be performed, including:
  1. An explanation of your firm's understanding of the projects, its approach to the work, the key issues to resolve and the level of detail that can be accomplished for within the available time.
  2. A detailed work program and time schedule for each phase of each of the projects, including milestones for periodic review of the work with the advisory committee(s).
  3. A list of personnel who will be assigned to the projects, including resumes for professionals expected to provide at least 20% of the person hours on the project. Support staff contracted by your firm for this project should additionally be included for review and consideration.
  4. A description of similar projects which your firm has been involved in, including references.
  5. A summary of your firm as outlined in Section II.3 of this document.
- c. A fee schedule for the services. Please note that evaluation and subsequent award of a resultant contract is primarily based on qualifications and not based on fee schedule; however, the cost for your firm's services is one of the criteria outlined in this document. If your firm is selected for an interview, and as a result of

the interview certain clarifications and adjustments need to be made to the fee schedule submitted, your firm will be allowed to adjust the fee schedule submitted, if so directed by the City. Any and all fee-related information must be provided in a single separate envelope or attachment to accommodate review of qualifications without consideration of fees. Please be sure to not include fee-related information in digital files.

Submittals shall be delivered to the City of Bristol Purchasing Department, 111 North Main Street, Bristol CT 06010, clearly marked as "2P16-112 Engineering Services Relative to Exterior Lighting Replacement".

### **3. VENDOR INFORMATION**

#### **A. Vendor Overview**

Please provide the following:

- The name and location of your company, including the office location that will be serving the City.
- A brief general description of your business.
- The number of years your company has been in business.
- Is your company a subsidiary of another corporation? If so, what is the name of the parent company?
- The number of personnel employed by your company (please include the number of staff dedicated to provide requested services).
- The primary line of business of your firm.

#### **B. Client Base**

Provide specific reference information for three clients you have served, relevant to the work proposed, to include:

- Client name and location
- Starting date of service
- Contact name, title and telephone number

The references must be relevant to service in the last forty-eight (48) months, and shall include specific details on how the project represents a project of similar scope. Information on your firm's specific role must be included.

### **4. ADDENDA**

If it becomes necessary to revise any part of this request or if additional data is necessary to enable interpretation of provisions of this document, revisions or addenda will be provided to all prospective firms who receive this document; such revisions or addenda will additionally be posted on the following website:

<http://www.bristolct.gov/bids>

This document includes an acknowledgement page; this page must be faxed back to the Purchasing Department, to ensure proper notification of changes to the published documents. The City of Bristol does not assume responsibility for any vendor that does not receive revisions or addenda, where the vendor has not acknowledged receipt of any portion thereof.

Questions regarding this document should be referred to Roger D. Rousseau at (860) 584-6195 or at <[rogerrousseau@bristolct.gov](mailto:rogerrousseau@bristolct.gov)>.

A summary of all questions and answers will be made available to each firm if they might influence the award of the contract.

## **5. EVALUATION CRITERIA**

Evaluation will be based upon the written submittals, and presentations and interviews where applicable. The factors which will be evaluated include the following:

- a. The specialized experience of the individual(s) or firm(s) and its (their) assigned personnel on similar projects.
- b. The firm's understanding of and technical approach to the project.
- c. The content of the firm and its consultants, support staff, etc. and their ability to work effectively together and with the City staff.
- d. The firm's schedule, including milestones in the process.
- e. The firm's ability to perform the work in a timely manner.
- f. Clarity, organization, and effective presentation of submittal.
- g. Review of references listed.
- h. Proposed fee schedule or fee schedule methodology. Please note that evaluation and subsequent award of a resultant contract is primarily based on qualifications and not based on fee schedule; however, the cost for your firm's services is a factor in the evaluation process. If your firm is selected for an interview, and as a result of the interview certain clarifications and adjustments need to be made to the fee schedule submitted, your firm will be allowed to adjust the fee schedule submitted, if so directed by the City

The City may invite a short list of responding firms for an interview based upon its review of the written submissions.

Final recommendations regarding award of contract(s) for services will be made after the City and firm(s) have negotiated reasonable fee schedule(s) for services to be provided, and have concurrence on the methods to be used for payment for services rendered.

## **III. CONTRACT CONSIDERATIONS**

### **1. EQUAL OPPORTUNITY – AFFIRMATIVE ACTION**

The successful firm shall comply in all aspects with the Equal Employment Opportunity Act. A firm with 15 or more employees shall be required to have an Affirmative Action Plan which declares that the contractor does not discriminate on the basis of race, color, religion, gender, national origin or age, and which specifies goals and target dates to assure the implementation of equal employment. A firm with fewer than 15 employees shall be required to have a written equal opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, gender, national origin or age.

Findings of noncompliance with applicable State and Federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of this contract.

### **2. INDEMNIFICATION**

The awarded firm agrees to indemnify, defend, and save harmless, the City of Bristol, as well as its officers, agents and employees from any and all claims and losses to the extent caused by the negligent act, error or omission of the awarded firm resulting from the performance of this contract, except to the extent caused by the negligent acts of the City of Bristol or its officers, agents or employees.

The City, as a sovereign government, cannot indemnify businesses or individuals.

### **3. INSURANCE**

Prior to the execution of any contract, the City of Bristol requires that any awarded contractor providing materials, equipment or services to the City, must provide to the City a certificate of insurance (Acord or other approved format) naming the City of Bristol as additional insured, for the following:

- General liability (including completed operations coverage) in the amounts of \$1,000,000 (combined single limit) Bodily Injury/Property Damage coverage per occurrence, and \$2,000,000 general aggregate coverage.
- Automobile Liability in the amount of \$1,000,000 (combined single limit), Property Damage and Bodily Injury coverage.

In addition to the above, the awarded contractor shall provide a certificate of insurance in the minimum amounts as specified herein. Said insurance shall be provided at the sole expense of the Contractor with an insurance company which is licensed to do business in the State of Connecticut.

- Professional Liability, in an amount not less than \$500,000.00 per occurrence and \$1,000,000.00 aggregate.
- Worker's Compensation as defined in the Connecticut General Statutes.

Any subcontractor to a contracted firm shall be likewise covered, and shall furnish certificates of coverage acceptable to the City before starting work.

The awarded firm shall maintain professional liability insurance until the expiration of the statute of limitations. In the event there is no statute of limitations specifically applicable to this project, the awarded firm shall maintain coverage for a reasonable period after the date of substantial completion of the project as agreed to by the City and the awarded firm.

### **4. INVOICING AND PAYMENT**

Invoices shall be paid promptly by the City unless any items thereon are questioned, in which case payment will be withheld pending verification of amount claimed and the validity of the claim. Standard payment terms are Net 30 Days from receipt of properly executed invoice(s). If your firm submits a proposal that includes payment schedules based on the completion of designated phases, those stages must be clearly outlined in your proposal. The City cannot make payments for "execution of contract" (payments due upon contract signing).

### **5. AWARD CONSIDERATIONS**

The City may reject any or all proposals or submittals for such reason as it may deem proper. In acceptance of proposals or submittals, the City will be guided by consideration of the interests of the City. The City also reserves the right to negotiate further with one or more of the firms as to any features of their proposals or submittals and to accept modifications of the work and price when such action will be in the best interests of the City.

The City intends to use a standard contract form for the purposes of engaging a firm to perform the services requested, attached for reference.

Firms selected for interview will be provided with the content of the interview panel; the selected firms will be required to submit affidavits relating to their relationship(s) with members of the panel. The names of



interview committee members will be released solely for the purpose of preparation of affidavits; the selected firms shall not directly contact the panel members prior to immediately following the interview process.

The individual signing this submittal hereby declares that no person or persons other than members of his/her own organization are interested in this Project or in the contract proposed to be taken; that it is made without any connection with any other person or persons making a proposal for the same work and is in all respects fair and without collusion or fraud; that no person acting for or employed by the City of Bristol is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission there from in any manner which is unethical or contrary to the best interests of the City of Bristol.

Unless otherwise noted within a proposal, proposals received in response to this document, including proposed fee schedules, are assumed to be valid and binding for one hundred and twenty (120) days from receipt of the proposal. If award is not made within such time, the proposal can be deemed to be either no longer valid, or can be extended with mutual consent of the City and the firm submitting the proposal.

## **6. Termination**

Subject to the provisions below, the contract may be terminated by either party, upon thirty (30) days' advance notice to the other party, but if any work or services hereunder are in progress, but not completed, as of the dated of termination, then this contract may be extended upon written approval by the City until said work or services are completed and accepted.

### **A. Termination For Convenience**

In the event that the contract is terminated or canceled upon request and for the convenience of the City, without the required thirty (30) Days' advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

### **B. Termination For Cause**

Termination by the City for cause, default or negligence on the part of the Bidder shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days' advance notice requirement is waived in the event of termination by cause.

**REQUEST FOR PROPOSALS  
CITY OF BRISTOL, CONNECTICUT 06010**



**Engineering Services Relative to  
Exterior Lighting Replacement at Bristol Public Schools  
2P16-112**

**Due Date: 2:00 pm, June 28, 2016**

City of Bristol, Connecticut  
Purchasing Office  
111 North Main Street  
Bristol, Connecticut 06010

In accordance with the City's requirements, the undersigned agrees to provide services as defined herein.

The undersigned is familiar with the conditions surrounding this Request for Proposals, is aware that the City reserves the right to reject any and all proposals, and is making submission without collusion with any other person, individual or corporate.

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Witness

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Signature

---

Company Name

---

Printed Name

---

Address

---

Title

---

Town                      State    Zip

---

Date

---

Federal ID #

---

Telephone Number

---

Email address

---

Fax Number

**RETURN THIS FORM IMMEDIATELY!**

**City of Bristol, Connecticut  
Acknowledgment: Receipt of RFP Documents**

**Request For Proposals 2P16-112  
Engineering Services Relative to Exterior Lighting Replacement  
at Bristol Public Schools**

Please take a moment to acknowledge receipt of the attached documents. Your compliance with this request will help us to maintain proper follow-up procedures while ensuring that all recipients have the opportunity to submit proposals.

Date issued: June 9, 2016

Date documents received \_\_\_\_/\_\_\_\_/\_\_\_\_

Do you plan to submit a response? Yes \_\_\_\_ No \_\_\_\_

Print or type the following information:

Company name: \_\_\_\_\_

Address: \_\_\_\_\_

City or Town: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Received by: \_\_\_\_\_

**Note: Faxed acknowledgments are requested!**

**FAX (860)584-6171**

**A cover sheet is NOT necessary.**

**IMPORTANT: DO NOT FAX PROPOSALS.**

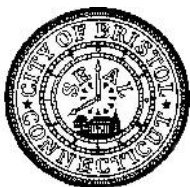
**PROPOSALS MUST BE SUBMITTED IN SEALED PACKAGES**

**CITY OF BRISTOL  
PURCHASING DEPARTMENT  
111 NORTH MAIN STREET  
BRISTOL, CT 06010**

**Proposal Check List**

This form need not be returned with your submittal. It is suggested that you review and check off each action as you complete it.

- \_\_\_ 1. The proposal has been signed by a duly authorized representative of the company.
- \_\_\_ 2. Any fee schedule you have offered has been reviewed and verified.
- \_\_\_ 3. Standard payment terms are net 30 days. Net terms for periods less than 30 days may result in proposal rejection. (You may offer cash discounts for prompt payment).
- \_\_\_ 4. Any technical or descriptive literature, drawings or proposal samples that are required have been included with the proposal.
- \_\_\_ 5. Any addenda to this document have been acknowledged and included.
- \_\_\_ 6. The envelope has been addressed to:           City of Bristol Purchasing Department  
  2P16-112 Exterior Lighting Replacement  
  111 North Main Street  
  Bristol, CT 06010
- \_\_\_ 7. The envelope has been clearly marked with the proposal number and opening date.
- \_\_\_ 8. If additional copies are required as part of your response, make sure the original is clearly marked.
- \_\_\_ 9. The proposal is mailed or hand-delivered in time to be received no later than the designated opening date and time. Late responses are **NOT** accepted under any circumstances. Faxed responses are not accepted. Please allow enough time if mailing your proposal.



**CITY OF BRISTOL, CONNECTICUT  
NON-COLLUSION CERTIFICATION**

The undersigned certifies under penalty of false statement that this proposal or contract has been made, submitted and executed in good faith and without collusion or fraud with any other person, and without any agreement designed to limit independent bidding or competition. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

I further certify that I have not provided or directed to be provided gifts, meals, or gratuities, as defined in Sec. 2-129(b) of the Bristol Code of Ordinances to any official or employee of the City of Bristol responsible for awarding or administering this bid or contract.

**Please complete and sign**

Legal Name of Bidder: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Authorized Agent \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employment  
Information Form



**City of Bristol**  
Workplace Analysis Affirmative Action Report  
Employment Information Form

Purchasing Department  
111 North Main Street  
Bristol, CT 06010

Company Name Street Address City State Zip	Contact Person	Phone Number	Date
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Report all permanent full-time or part-time employees, including apprentice and on-the-job trainees. Enter the number on all lines and in all columns.

JOB CATEGORY	A. OVERALL TOTALS (sum of all columns, B-F Male & Female)	B. WHITE (not of Hispanic origin)		C. BLACK (not of Hispanic origin)		D. HISPANIC		E. ASIAN/PACIFIC ISLANDER		F. AMERICAN INDIAN OR ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officers/Managers											
Professionals											
Technicians											
Sales Workers											
Office/Clerical											
Craft Workers (skilled)											
Operatives (semi-skilled)											
Laborers (unskilled)											
Service workers											
TOTALS ABOVE											

Do you use minority businesses as subcontractors or suppliers?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
If CT based, do you post all employment openings with the State Of CT Employment Service?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
Do you use an Affirmative Action Plan?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
Describe your recruitment, hiring, training and promotion anti-discrimination practices.		

Reference Contract Number \_\_\_\_\_

CONTRACT FOR PROFESSIONAL SERVICES  
BRISTOL, CONNECTICUT  
**CONTRACT 2P16-112**  
**ENGINEERING SERVICES RELATIVE TO**  
**EXTERIOR LIGHTING REPLACEMENT AT BRISTOL PUBLIC SCHOOLS**

This Agreement made this \_\_\_\_\_<sup>th</sup> day of \_\_\_\_\_ 2016, by and between the **City of Bristol**, a municipal corporation located in the County of Hartford and State of Connecticut, hereinafter termed "City", and **[Contractor Name]**, a Connecticut company qualified to do business in the State of Connecticut, with an office at **[Contractor Name]** hereinafter termed "Consultant".

**W I T N E S S E T H:**

**WHEREAS**, the City seeks to replace exterior lighting at its public school sites;

**WHEREAS**, the Consultant is to review existing conditions and provide corrective recommendations, assist in pursuit of energy credits and/or rebates, prepare construction documents and construction estimates, and provide construction administration efforts toward such work as outlined in the City of Bristol RFP 2P16-112 and the Consultant proposal submitted dated June 24, 2016, representing that the Consultant is experienced and qualified to carry on such work;

**NOW, THEREFORE**, the City and the Consultant, for the consideration and in accordance with the terms and conditions hereinafter set forth, hereby agree as follows:

1. The Consultant hereby represents, warrants and covenants to the City as of the date hereof the following:
  - A. The undersigned representative of the Consultant has been authorized and empowered to execute this Contract by a Resolution of its Board of Directors.
  - B. The Consultant is experienced in the services required for the completion of services required within this contract, and the Consultant and its agents and employees are qualified to perform the duties contemplated under the Contract.
  - C. The Consultant employs and will maintain employment of during the term of the Contract, appropriate staff to complete the services outlined herein.
  - D. No statement of fact made by or on behalf of the Consultant in this Contract, in the Contract Specifications, or in any certificate or exhibit furnished to the City pursuant

hereto contains any untrue statements of a material fact or omits to state any material fact necessary to make statements contained therein or herein not misleading.

- E. The Consultant understands all the terms and conditions of this Contract, including the Contract Specifications, and hereby agrees to adhere to the Contract Specifications and attached Exhibits which are hereby made a part of the Contract.

2. EMPLOYMENT OF CONSULTANT:

The City hereby engages the Consultant and the Consultant hereby agrees to perform all of the services and furnish all of the records, materials, forms and supplies required by and in complete accordance with the City of Bristol's Request for Proposals ("RFP"), entitled 2P16-112, a copy of which is attached hereto marked Exhibit A; and the Consultant's submission dated June 24, 2016, a copy of which is attached hereto marked Exhibit B; and made a part hereof.

3. COMMENCEMENT AND COMPLETION:

- A. The Consultant shall commence the work within seven (7) days from the date of the execution of this Contract or a subsequent date at the discretion of the Mayor of the City of Bristol.
- B. The Consultant agrees to complete the work in accordance with the Contract Specifications set forth in Exhibits A and B.
- C. The Consultant agrees to adhere to the time schedule for the work as set forth in the Contract Specifications set forth in Exhibits A and B.

4. USE OF DOCUMENTS:

All Files developed through this Contract shall be considered the property of the City of Bristol whether or not the Project is completed. The City agrees not to make any modification to the files without prior written authorization of the Consultant.



5. RESPONSIBILITIES OF THE CITY:

The City shall do the following in a timely manner so as not to delay the services of the Consultant and shall bear all costs incident thereto:

- 5.1 Pay the Consultant in accordance with the terms of this Contract.
- 5.2 Designate in writing a person to act as the City's representative with respect to the services to be performed or furnished by the Consultant under this Contract. Such person will have complete authority to transmit instructions, receive information, interpret, and define the City's policies and decisions with respect to the Consultant's services for the Project.
- 5.3 Assist the Consultant by placing at its disposal all available information pertinent to the Project including previous reports and, as applicable to the Services, any other data relative to design or construction of the Project, all of which the Consultant shall be entitled to rely upon.
- 5.4 Coordinate construction administration efforts for any subsequent construction activity.

6. COMPENSATION:

The City agrees to pay to the Consultant a total sum not to exceed **XXX Thousand XXX Hundred Dollars and xx Cents (\$XXX,XXX.xx)**, as outlined in Exhibit B, as compensation for the Consultant's services to be performed and the records, materials, forms and supplies to be furnished by the Consultant.

The Consultant and the City agree that payment for percentage of work completed shall be made within thirty days of performance of such services, or within thirty (30) days of receipt of properly executed invoice, whichever comes later.

7. INDEMNIFICATION:

The Consultant agrees to indemnify and save harmless, the City of Bristol, as well as its officers, agents and employees from any and all claims and losses to the extent caused by the negligent act, error or omission of the Consultant resulting from performance under this

Contract, except to the extent caused by the negligent acts of the City of Bristol, or its officers, agents or employees.

8. INSURANCE:

The Consultant shall provide to the City a certificate of insurance, naming the City of Bristol as additional insured, for the following:

- General liability (including completed operations coverage) in the amounts of \$1,000,000 (combined single limit) Bodily Injury/Property Damage coverage per occurrence, and \$2,000,000 general aggregate coverage.
- Automobile Liability in the amount of \$1,000,000 (combined single limit), Property Damage and Bodily Injury coverage.

Additionally, the Consultant shall provide to the City a certificate of insurance reflecting the following coverage:

- Professional Liability, in an amount not less than \$500,000.00 per occurrence and \$1,000,000.00 aggregate.
- Worker's Compensation as defined in the Connecticut General Statutes.

Any subconsultant to the Consultant shall be likewise covered, and shall furnish certificates of coverage acceptable to the City before starting work.

9. ASSIGNMENT OF CONTRACT:

The Consultant agrees that it shall not assign, transfer or sublet the Contract, or any interest or part therein, without first receiving written approval from the City, and further agrees that any such assignment or transfer or subletting without prior written approval of the City shall, in every case, be null and void, and further agrees that such approval by the City shall not release the Consultant from any responsibility or liability as set forth in this Contract and the Contract Specifications.

10. TERMINATION:

Subject to the provisions below, the Contract may be terminated by either party, upon thirty (30) days' advance notice to the other party, but if any work or services hereunder are in

progress, but not completed, as of the date of termination, then this Contract may be extended upon written approval by the City until said work or services are completed and accepted.

A. Termination for Convenience

In the event that the contract is terminated or canceled upon request and for the convenience of the City, without the required thirty (30) Days' advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

B. Termination For Cause

Termination by the City for cause, default or negligence on the part of the Consultant shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days' advance notice requirement is waived in the event of termination by cause.

11. SEVERABILITY:

In the event that any part of any clause or provision of the Contract or Contract Specifications as set forth in Exhibits A and B are judicially determined to be invalid or unenforceable, it shall be deemed severable from the remainder of that clause or provision, and such remainder shall be binding upon the parties to this Contract.

12. WAIVER:

No action or failure to act by the City shall constitute a waiver of any right or duty afforded it under the Contract or Contract Specifications, nor shall it prohibit the City from future exercises of any such right.

13. ENTIRE AGREEMENT:

This Contract, including Exhibits A and B, contains the complete and entire agreement between the parties and may not be modified or amended except in a writing executed by the parties hereto.

14. GOVERNING LAW:

This Contract shall be interpreted and governed under the laws of the State of Connecticut and by the courts of the State of Connecticut.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this

\_\_\_\_\_ <sup>th</sup> day of \_\_\_\_\_, 2016.

Signed in the presence of:

**CITY OF BRISTOL**

\_\_\_\_\_ By \_\_\_\_\_  
Kenneth B. Cockayne, its Mayor

Signed in the presence of:

**[CONTRACTOR NAME]**

\_\_\_\_\_ By \_\_\_\_\_  
[Officer Name]  
[Officer Title]

This Contract was approved by vote of the City Council of Bristol, Connecticut, on the 9<sup>th</sup> day of August, 2016.

\_\_\_\_\_  
Therese Pac  
City Clerk

Approved as to form:

Approved as to Technical Content:

CORPORATION COUNSEL

BRISTOL BOARD OF EDUCATION

By \_\_\_\_\_  
Corporation Counsel

By \_\_\_\_\_  
[Board of Education staff]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Appropriations:

BOARD OF FINANCE, CITY OF BRISTOL

By \_\_\_\_\_  
Cheryl Thibeault, Chair

Date: \_\_\_\_\_

STATE OF CONNECTICUT                    )  
  )       ss. Bristol  
COUNTY OF HARTFORD                    )

On this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2016, before me, the undersigned officer, personally appeared **Kenneth B. Cockayne**, who acknowledged himself to be the Mayor of the **City of Bristol**, a municipal corporation, and that he, as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Mayor of the City of Bristol.

IN WITNESS WHEREOF, I have hereunto set my hand.

\_\_\_\_\_  
Notary Public

STATE OF CONNECTICUT                    )  
  )       ss. Bristol  
COUNTY OF HARTFORD                    )

On this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2016, before me, the undersigned officer, personally appeared **[Officer Name]**, who acknowledged himself to be [Officer Title] of **[Contractor Name]** a corporation, and that he, as such [Officer Title], being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as [Officer Title].

IN WITNESS WHEREOF, I hereunto set my hand.

\_\_\_\_\_  
Notary Public